

# **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmember's

**FROM/PHONE:** Bruce Bernard, Director, Public Works/Capital Projects, 797-1240

**PREPARED BY:** Daniel J. Oyler, Assistant Public Works Manager

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** Town Wide

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE BID AWARDED BY FLORIDA DEPARTMENT OF TRANSPORTATION, TURNPIKE ENTERPRISE, CONTRACT E8E57 FOR GUARDRAIL INSTALLATION AND REPAIR

**REPORT IN BRIEF:** The Town of Davie is in need of a Contractor to Repair and Construct Guardrails on Public Roadways. Two contracts are available to use, the Turnpike Enterprise Contract E8E57 and one issued by Miami/Dade County. Both Contracts were reviewed by the Public Works Dept. The Turnpike Enterprise Contract has more favorable pricing.

**PREVIOUS ACTIONS:** None

**CONCURRENCES:**

**FISCAL IMPACT:**

Has request been budgeted? Guardrail repair is budgeted for in the Public Works Budget for normal guardrail repairs. Repairs needed from Hurricane Wilma have been reported to FEMA and the Town Insurance Company and the Town will need to budget for 12.5 % of expedited cost.

If yes, expected cost: \$35,000.00 Budgeted.

Account Name: Right of Way and Road Way

If no, amount needed: \$ 80,000.00 for Wilma Damage to be reimbursed except for 12.5 %, Town's share.

What account will funds be appropriated from: 001-0701-541-0435 and 054-0259-594-0431

**RECOMMENDATION(S):** Motion to approve the resolution

**Attachment(s):** Resolution, Contract.

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE BID AWARDED BY FLORIDA DEPARTMENT OF TRANSPORTATION, TURNPIKE ENTERPRISE, CONTRACT E8E57 FOR GUARDRAIL INSTALLATION AND REPAIR.

WHEREAS, THE Town is in need contractor to repair and install guardrails of Town owned roadways; and

WHEREAS, The Florida Department of Transportation, Turnpike Enterprise has solicited sealed bids for such services; and

WHEREAS, after review, the Town Council wishes to approve the bid awarded by the Florida Department of Transportation, Turnpike Enterprise to Southeast Attenuators, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby approves the bid awarded by the Florida Department of Transportation, Turnpike Enterprise, Contract No. E8E57 to Southeast Attenuators.

SECTION 2. Funding shall come from account number 001-0701-541-0435 Right of Way Maintenance for repairs due to vehicular accidents and account number 054-0259-594-0430 for Hurricane Wilma storm damage.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006.

### PIGGYBACK BID CHECKLIST

			Completed by
1. Piggyback of bid awarded by	Florida's Turnpike Enterprise _____		Dan Oyler <i>DO</i>
2. Date of award	September 15, 2003 _____		Dan Oyler <i>DO</i>
3. Date of expiration	September 2, 2006 _____		_____
4. Date of last renewal	_____		_____
5. Copy of bid award attached	<u>YES</u> NO		Dan Oyler <i>DO</i>
6. Requested item same as awarded item	<u>YES</u> NO		Dan Oyler <i>DO</i>
7. Approved Procurement Authorization attached	<u>YES</u> NO		Dan Oyler <i>DO</i>
8. Justification	Two contracts were reviewed. Florida Turnpike Enterprises and Miami Dade County. The Florida Turnpike Enterprises contract has more favorable pricing.		Dan Oyler <i>DO</i>
9. Benefit to the Town	Guardrails are a very important safety ____ feature of our roadway network. Due to Hurricane Wilma several area guardrails were damaged and are in need of repair. Unfortunately the contract we were using expired and can no longer be used. By approval of this contract the Town can begin repairing the damaged guardrails.		Dan Oyler <i>DO</i>
10. Contact information sheet attached	<u>YES</u> NO		Dan Oyler <i>DO</i>

CONTACT INFORMATION SHEET

AGENCY CONTACTED	Southeast Attenuators, Inc
NAME	Davie Ricci
PHONE NUMBER	561-792-0040
DATE	February 3, 2006
COMMENTS	Company is willing to repair our guardrails
	_____
	_____
	_____
	_____

AGENCY CONTACTED	
NAME	_____
PHONE NUMBER	
DATE	_____
COMMENTS	_____
	_____
	_____
	_____
	_____

AGENCY CONTACTED	_____
NAME	_____
PHONE NUMBER	_____
DATE	_____
COMMENTS	_____
	_____

12745 CITRUS GROVE BLVD.  
WEST PALM BEACH, FL. 33412  
TEL: 561-792-0040  
FAX: 561-792-5010

SOUTHEAST ATTENUATORS, INC.

February 22, 2006

Mr. Dan Oyler  
Town of Davie  
6591 Orange Drive  
Davie, FL 33314

Dear Mr. Oyler,

This letter is to confirm that Southeast Attenuators, Inc agrees to provide services for the repair of guardrail for the Town of Davie under the same terms and prices as FDOT-TURNPIKE ENTERPRISE contract #E8E57 (Zone I) Fin. Project #192758-1-72-05.

Sincerely,

*Debra Ricci*

Debra Ricci  
V. President

.....



*Operates the state's  
Turnpike System as  
part of the Florida  
Department of  
Transportation*

JEB BUSH  
Governor

DENVER J. STUTLER, JR.  
Secretary of  
Transportation

JAMES L. ELY  
Executive Director

Turnpike Headquarters:  
Mile Post 263, Bldg. 5315  
Turkey Lake Service Plaza  
Ocoee, FL 34761

Mailing Address:  
P.O. Box 613069  
Ocoee, FL 34761

Tel 407 532 3999

[www.floridasturnpike.com](http://www.floridasturnpike.com)

**FILE**  
**ORIGINAL**

September 2, 2005

Ms. Debra Ricci, Vice President  
Southeast Attenuators, Inc.  
12745 Citrus Grove Blvd.  
West Palm Beach, Florida 33412

Re: Contract No. E8E57  
Renewal Contract – Guardrail, Fence & Attenuator Mtc.  
Financial Project No.: 192758-1-72-05  
Contract Amount: \$1,624,707.00

Dear Ms. Ricci:

Enclosed are two executed copies of the above-referenced renewal contract. One copy is to be retained for your files and the other copy is to be forwarded to your bonding company.

We appreciate this opportunity to enter into this contractual relationship with your firm and look forward to a mutually beneficial relationship.

Sincerely,

  
Woodrow L. Lawson, Jr.  
District Contracts Administrator  
Florida's Turnpike Enterprise

WLLjr/jlh

Enclosures

cc: Comptroller w/Contracts  
Charmaine Colley w/Contracts  
File

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL

Contract #E8E57 Contract Type: EM Method of Procurement: X  
Vendor Name: SOUTHEAST ATTENUATORS INC  
Vendor ID: VF650790871001  
Beginning date of this Agmt: 09/15/03  
Ending date of this Agmt: 09/02/06

Description:  
19275817205

\*\*\*\*\*  
ORG-CODE \*EO \*OBJECT \*AMOUNT \*FIN PROJECT \*FCT \*CFDA  
(FISCAL YEAR) \*BUDGET ENTITY \*CATEGORY/CAT YEAR  
AMENDMENT ID \*SEQ. \*USER ASSIGNED ID \*ENC LINE(6S)/STATUS  
\*\*\*\*\*

Action: RENEWAL Funds have been: APPROVED

55 083000853 \*HM \*242050 \* 1624707.00 \*19275817205 \*526 \*  
2006 \*55180100 \*088712/06  
L002 \*00 \* RNW#2 \*0006/04

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TOTAL AMOUNT: \*\$ 1,624,707.00 \*  
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FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER  
DATE: 07/18/2005

## CONTRACT SCHEDULE OF ITEMS

CONTRACT ID: E8E57-R0

PROPOSAL ID: E8E57-R0 FIN PROJ NUM: 19275817205 (\*) FED AID NUM: N/A

VENDOR NAME: SOUTHEAST ATTENUATORS INC

NUMBER: VF650790871001

LINE NO	ITEM NUMBER AND DESCRIPTION	APPROXIMATE QUANTITIES AND UNITS	UNIT PRICE BID DOLLARS	EXTENDED AMT. CTS
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SECTION 0001 GUARDRAIL, FENCE & ATTENUATOR REPAIR  
ZONE 1

0005	0120 6 EMBANKMENT	10.000 CY	18.50000	\$ 185.00
0010	0339 1 ASPHALT PAVEMENT MISCELLANEOUS	80.000 TN	125.00000	\$ 10,000.00
0015	0400 1 15 CONC CLASS I (MISCELLANEOUS)	10.000 CY	100.00000	\$ 1,000.00
0020	0515 1 2 PIPE HANDRAIL (ALUMINUM)	25.000 LF	26.00000	\$ 650.00
0025	0536 1 1 GUARDRAIL (ROADWAY)	1,250.000 LF	13.00000	\$ 16,250.00
0030	0536 1 3 GUARDRAIL (ROADWAY, DOUBLE FACE)	500.000 LF	14.00000	\$ 7,000.00
0035	0536 7 GUARDRAIL POST SPECIAL	10.000 EA	85.00000	\$ 850.00
0040	0536 8 5 GUARDRAIL BRIDGE ANCHORAGE ASSEMBLY (REPLACE)	5.000 EA	275.00000	\$ 1,375.00
0045	0536 73 GUARDRAIL REMOVAL	600.000 LF	1.50000	\$ 900.00
0050	0536 82 GUARDRAIL ANCHORAGE (CONCRETE BARRIER WALL)	2.000 EA	300.00000	\$ 600.00
0055	0538 1 GUARDRAIL RESET	200.000 LF	2.50000	\$ 500.00

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VENDOR NAME: SOUTHEAST ATTENUATORS INC NUMBER: VF650790871001

LINE NO	ITEM NUMBER AND DESCRIPTION	APPROXIMATE QUANTITIES AND UNITS	UNIT PRICE BID DOLLARS CTS	EXTENDED AMT. DOLLARS CTS
0060	0544 76 ATTENUATOR MODULES (F&I) (SAND FILLED)	50.000 EA	400.00000	\$ 20,000.00
0065	0550 1 1 FENCING, TYPE A ( 5' HEIGHT)	3,000.000 LF	5.00000	\$ 15,000.00
0070	0550 2 FENCING, TYPE B	4,000.000 LF	7.00000	\$ 28,000.00
0075	0550 2 6 FENCING, TYPE B (4' HEIGHT)	225.000 LF	3.00000	\$ 675.00
0080	0550 2 8 FENCING, TYPE B (10' HT W/ BARBED WIRE ATTACHMENT)	1,500.000 LF	9.00000	\$ 13,500.00
0085	0550 3 9 FENCE CORNER POST ASSEM (TYPE B, 10' HEIGHT)	2.000 EA	100.00000	\$ 200.00
0090	0550 4 1 FENCE PULL & END POST ASSEM (TYPE A)	2.000 EA	60.00000	\$ 120.00
0095	0550 5 1 FENCE PULL POST ASSEMBLY (TYPE B) (STANDARD)	35.000 EA	75.00000	\$ 2,625.00
0100	0550 5 4 FENCE PULL POST ASSEMBLY (TYPE B) (4' HEIGHT)	2.000 EA	60.00000	\$ 120.00
0105	0550 5 5 FENCE PULL POST ASSEMBLY (TYPE B) (10' HEIGHT)	2.000 EA	80.00000	\$ 160.00
0110	0550 6 1 FENCE END POST ASSEMBLY (TYPE B) (STANDARD)	30.000 EA	80.00000	\$ 2,400.00
0115	0550 6 4 FENCE END POST ASSEMBLY (TYPE B) (4' HEIGHT)	2.000 EA	50.00000	\$ 100.00

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VENDOR NAME: SOUTHEAST ATTENUATORS INC

NUMBER: VF650790871001

LINE NO	ITEM NUMBER AND DESCRIPTION	APPROXIMATE QUANTITIES AND UNITS	UNIT PRICE BID	EXTENDED AMT.
			DOLLARS CTS	DOLLARS CTS
0120	10550 6 5 FENCE END POST ASSEMBLY (TYPE B) (10' HEIGHT)	20.000 EA	80.00000	\$ 1,600.00
0125	10550 74 1 FENCE (RESET EXIST) (TYPE A)	1,000.000 LF	2.00000	\$ 2,000.00
0130	10550 74 2 FENCE (RESET EXIST) (TYPE B)	5,000.000 LF	2.50000	\$ 12,500.00
0135	10550 76 31 FENCE GATE (TYPE B) (SINGLE 13') (3' OPENING)	2.000 EA	175.00000	\$ 350.00
0140	10550 76 62 FENCE GATE (TYPE B) (DOUBLE 16') (6' OPENING)	2.000 EA	350.00000	\$ 700.00
0145	10550 76121 FENCE GATE (TYPE B) (SINGLE 12') (12' OPENING)	2.000 EA	350.00000	\$ 700.00
0150	10550 76122 FENCE GATE (TYPE B) (DOUBLE 16') (12' OPENING)	10.000 EA	400.00000	\$ 4,000.00
0155	E102 97 1 TRUCK MOUNTED ATTENUATOR (TEMPORARY)	2.000 ED	20.00000	\$ 40.00
0160	E102100 16 NECESSARY MAINT SERVICE (ROUND TRIP EXPENSE)	25.000 EA	140.00000	\$ 3,500.00
0165	E536 3140 GUARDRAIL STANDARD PANEL (REPLACE)	5,000.000 LF	8.00000	\$ 40,000.00
0170	E536 3141 GUARDRAIL STANDARD PANEL (REPLACE) (SHOP BENT)	450.000 LF	11.00000	\$ 4,950.00
0175	E536 3240 GUARDRAIL THRIE BEAM (REPLACE)	100.000 LF	11.00000	\$ 1,100.00

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VENDOR NAME: SOUTHEAST ATTENUATORS INC

NUMBER: VF650790871001

LINE NO	ITEM NUMBER AND ITEM DESCRIPTION	APPROXIMATE QUANTITIES AND UNITS	UNIT PRICE BID DOLLARS CTS	EXTENDED AMT. DOLLARS CTS
0180	E536 3540 GUARDRAIL (PIPE RAIL SAFETY) (REPLACE)	100.000 LF	4.50000	\$ 450.00
0185	E536 5 1 THRIE BEAM (TERMINAL CONNECTOR)	8.000 EA	100.00000	\$ 800.00
0190	E536 5 2 THRIE BEAM (RAIL SPLICE)	2.000 EA	35.00000	\$ 70.00
0195	E536 5 3 THRIE BEAM (TRANSITION SECTION)	10.000 EA	140.00000	\$ 1,400.00
0200	E536 6 41 END ANCHORAGE ASSEM (REPLACE) (TYPE II)	5.000 EA	275.00000	\$ 1,375.00
0205	E536 6422 END ANCHORAGE ASSEM (REPLACE) (FLARED)	5.000 EA	1,900.00000	\$ 9,500.00
0210	E536 6424 END ANCHORAGE ASSEM (REPLACE) (PARALLEL)	2.000 EA	2,000.00000	\$ 4,000.00
0215	E536 12602 GUARDRAIL REPAIRS (REPLACE) (WOOD BLOCK)	1,000.000 EA	8.00000	\$ 8,000.00
0220	E536 12604 GUARDRAIL REPAIRS (REPLACE) (STEEL POST IN CONC.)	8.000 EA	75.00000	\$ 600.00
0225	E536 12605 GUARDRAIL REPAIRS (REPLACE) (STEEL POST IN ASPH.)	400.000 EA	50.00000	\$ 20,000.00
0230	E536 12606 GUARDRAIL REPAIRS (REPLACE) (STEEL POST IN SOIL)	60.000 EA	50.00000	\$ 3,000.00
0235	E536 12608 GUARDRAIL REPAIRS (REPLACE) (WOOD POST IN ASPH.)	100.000 EA	55.00000	\$ 5,500.00

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FLORIDA DEPARTMENT OF TRANSPORTATION

DATE : 08/04/03

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## CONTRACT SCHEDULE OF ITEMS

CONTRACT ID: E8E57-R0

PROPOSAL ID: E8E57-R0 FIN PROJ NUM: 19275817205 (\*) FED AID NUM: N/A

VENDOR NAME: SOUTHEAST ATTENUATORS INC

NUMBER: VF650790871001

LINE NO	ITEM NUMBER AND ITEM DESCRIPTION	APPROXIMATE QUANTITIES AND UNITS	UNIT PRICE BID		EXTENDED AMT.	
			DOLLARS	CTS	DOLLARS	CTS
0240	E536 12609 GUARDRAIL REPAIRS (REPLACE) (WOOD POST IN SOIL)	8.000 EA	50.00000		\$ 400.00	
0245	E536 12611 GUARDRAIL REPAIRS (REPLACE) (REFLECTORS)	1,000.000 EA	3.00000		\$ 3,000.00	
0250	E536 12616 GUARDRAIL REPAIRS (REPLACE) (OFFSET BLOCK)	1,000.000 EA	8.00000		\$ 8,000.00	
0255	E536 14 1 GUARDRAIL ALIGNMENT (DOUBLE FACE)	100.000 LF	4.50000		\$ 450.00	
0260	E536 14 2 GUARDRAIL ALIGNMENT (SINGLE FACE)	1,100.000 LF	2.50000		\$ 2,750.00	
0265	E536 15 MISCELLANEOUS GUARDRAIL MAINTENANCE	750.000 LF	1.50000		\$ 1,125.00	
0270	E536302503 END ANCHOR ASSEM TYPE IV (REPL BUFFER END SECT)	15.000 EA	75.00000		\$ 1,125.00	
0275	E536302504 END ANCHOR ASSEM TYPE IV (REPL ANCHOR PANEL SECT)	10.000 EA	95.00000		\$ 950.00	
0280	E536302505 END ANCHOR ASSEM TYPE IV (REPL CABLE ASSEMBLY)	2.000 EA	25.00000		\$ 50.00	
0285	E536302506 END ANCHOR ASSEM TYPE IV (REPL STEEL TUBE & POST)	3.000 EA	130.00000		\$ 390.00	
0290	E536302507 END ANCHOR ASSEM TYPE IV (REPL ANCHOR PLATE)	1.000 EA	10.00000		\$ 10.00	
0295	E536302508 END ANCHOR ASSEM TYPE IV (REPL TIMBER BREAK POST)	10.000 EA	60.00000		\$ 600.00	

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FLORIDA DEPARTMENT OF TRANSPORTATION

DATE : 08/04/03

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PROPOSAL ID: E8E57-R0 FIN PROJ NUM: 19275817205 (\*) FED AID NUM: N/A

VENDOR NAME: SOUTHEAST ATTENUATORS INC

NUMBER: VF650790871001

LINE NO	ITEM NUMBER AND ITEM DESCRIPTION	APPROXIMATE QUANTITIES AND UNITS	UNIT PRICE BID DOLLARS CTS	EXTENDED AMT. DOLLARS CTS
0300	E536304501 END ANCHOR ASSEM MELT (REPL CABLE ASSEMBLY)	2.000 EA	25.00000 \$	50.00
0305	E536304502 END ANCHOR ASSEM MELT (REPL DIAPHRAM PLATE)	2.000 EA	10.00000 \$	20.00
0310	E536304503 END ANCHOR ASSEM MELT (REPL AMBER REPL SHEET)	5.000 EA	10.00000 \$	50.00
0315	E536304504 END ANCHOR ASSEM MELT (REPL BEARING PLATE)	2.000 EA	10.00000 \$	20.00
0320	E536304505 END ANCHOR ASSEM MELT (REPL SHORT TMBR BRK POST)	2.000 EA	50.00000 \$	100.00
0325	E536304506 END ANCHOR ASSEM MELT (REPL STEEL TUBE SOIL PLT)	2.000 EA	10.00000 \$	20.00
0330	E536304507 END ANCHOR ASSEM MELT (REPL BUFFER END SECTION)	5.000 EA	75.00000 \$	375.00
0335	E536304508 END ANCHOR ASSEM MELT (REPL SHELF ANGLE)	2.000 EA	10.00000 \$	20.00
0340	E536304509 END ANCHOR ASSEM MELT (REPL STRUT & YOKE ASSEM)	2.000 EA	50.00000 \$	100.00
0345	E536304510 END ANCHOR ASSEM MELT (REPL TMBR BRK LINE POST)	5.000 EA	50.00000 \$	250.00
0350	E536304511 END ANCHOR ASSEM MELT (REPL GUARDRAIL BEAM)	5.000 EA	115.00000 \$	575.00
0355	E536305501 END ANCHOR ASSEM ET-2000 (REPL TIMBER BRK POST)	10.000 EA	85.00000 \$	850.00

## CONTRACT SCHEDULE OF ITEMS

CONTRACT ID: E8E57-R0

PROPOSAL ID: E8E57-R0 FIN PROJ NUM: 19275817205 (\*) FED AID NUM: N/A

VENDOR NAME: SOUTHEAST ATTENUATORS INC

NUMBER: VF650790871001

LINE NO	ITEM NUMBER AND ITEM DESCRIPTION	APPROXIMATE QUANTITIES AND UNITS	UNIT PRICE BID DOLLARS CTS	EXTENDED AMT. DOLLARS CTS
0360	E536305502 END ANCHOR ASSEM ET-2000 (REPL SOIL PLATE)	2.000 EA	25.00000 \$	50.00
0365	E536305503 END ANCHOR ASSEM ET-2000 (REPL CABLE ANCHOR)	2.000 EA	35.00000 \$	70.00
0370	E536305504 END ANCHOR ASSEM ET-2000 (REPL OFFSET STRUT)	2.000 EA	65.00000 \$	130.00
0375	E536305505 END ANCHOR ASSEM ET-2000 (REPL BEARING PLATE)	2.000 EA	45.00000 \$	90.00
0380	E536305506 END ANCHOR ASSEM ET-2000 (REPL G-RAIL EXTRUDER)	2.000 EA	800.00000 \$	1,600.00
0385	E536305507 END ANCHOR ASSEM ET-2000 (REPL STEEL TUBE/POST)	2.000 EA	125.00000 \$	250.00
0390	E536305508 END ANCHOR ASSEM ET-2000 (REPL GUARDRAIL BEAM)	2.000 EA	235.00000 \$	470.00
0395	E536306501 END ANCHOR ASSEM BRIDGE (REPL SPECIAL END SHOE)	10.000 EA	35.00000 \$	350.00
0400	E536306503 END ANCHOR ASSEM BRIDGE (REPL TIMBER FILL BLOCK)	2.000 EA	30.00000 \$	60.00
0405	E536308501 END ANCHOR ASSEM SRT-350 (REPL CABLE ASSEMBLY)	2.000 EA	50.00000 \$	100.00
0410	E536308503 END ANCHOR ASSEM SRT-350 (REPL AMBER REFL SHEET)	40.000 EA	10.00000 \$	400.00
0415	E536308504 END ANCHOR ASSEM SRT-350 (REPL BEARING PLATE)	2.000 EA	15.00000 \$	30.00

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PROPOSAL ID: E8E57-R0 FIN PROJ NUM: 19275817205 (\*) FED AID NUM: N/A

VENDOR NAME: SOUTHEAST ATTENUATORS INC

NUMBER: VF650790871001

LINE NO	ITEM NUMBER AND ITEM DESCRIPTION	APPROXIMATE QUANTITIES AND UNITS	UNIT PRICE BID DOLLARS CTS	EXTENDED AMT. DOLLARS CTS
0420	E536308505 END ANCHOR ASSEM SRT-350 (REPL TIMBER BREAK POST)	8.000 EA	100.00000 \$	800.00
0425	E536308506 END ANCHOR ASSEM SRT-350 (REPL STEEL TUBE/PLATE)	2.000 EA	75.00000 \$	150.00
0430	E536308507 END ANCHOR ASSEM SRT-350 (REPL BUFFER END SECT)	15.000 EA	85.00000 \$	1,275.00
0435	E536308509 END ANCHOR ASSEM SRT-350 (REPL STRUT & YOKE ASSM)	2.000 EA	75.00000 \$	150.00
0440	E536308510 END ANCHOR ASSEM SRT-350 (REPL TIMBER LINE POST)	2.000 EA	85.00000 \$	170.00
0445	E536308511 END ANCHOR ASSEM SRT-350 (REPL GUARDRAIL BEAM)	15.000 EA	185.00000 \$	2,775.00
0450	E536314501 END ANCHOR ASSEM SRT-350/8 (REPL CABLE ASSEMBLY)	35.000 EA	25.00000 \$	875.00
0455	E536314503 END ANCHOR ASSEM SRT-350/8 (REPL AMBER REFL SHT)	70.000 EA	10.00000 \$	700.00
0460	E536314504 END ANCHOR ASSEM SRT-350/8 (REPL BEARING PLATE)	2.000 EA	20.00000 \$	40.00
0465	E536314505 END ANCHOR ASSEM SRT-350/8 (REPL TIMBER BRK POST)	6.000 EA	100.00000 \$	600.00
0470	E536314506 END ANCHOR ASSEM SRT-350/8 (REPL STEEL TUBE/PLT)	2.000 EA	100.00000 \$	200.00
0475	E536314507 END ANCHOR ASSEM SRT-350/8 (REPL BUFFER END SECT)	15.000 EA	85.00000 \$	1,275.00

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VENDOR NAME: SOUTHEAST ATTENUATORS INC

NUMBER: VF650790871001

LINE NO	ITEM NUMBER AND ITEM DESCRIPTION	APPROXIMATE QUANTITIES AND UNITS	UNIT PRICE BID DOLLARS CTS	EXTENDED AMT. DOLLARS CTS
0480	E536314509 END ANCHOR ASSEM SRT-350/8 (REPL STRUT/YOKE ASSM)	1.000 EA	100.00000 \$	100.00
0485	E536314510 END ANCHOR ASSEM SRT-350/8 (REPL TMBR LINE POST)	3.000 EA	100.00000 \$	300.00
0490	E536314511 END ANCHOR ASSEM SRT-350/8 (REPL GUARDRAIL BEAM)	5.000 EA	185.00000 \$	925.00
0495	E536314514 END ANCHOR ASSEM SRT-350/8 (REPL SLOT GUARD)	2.000 EA	20.00000 \$	40.00
0500	E544 76 1 VEHICULAR IMPACT ATTENUATOR (RESET)	200.000 EA	400.00000 \$	80,000.00
0505	E544 76 2 VEHICULAR IMPACT ATTENUATOR (CLEAN & INSPECT)	688.000 EA	10.00000 \$	6,880.00
0510	E544752108 ATTENUATOR (HI-DRO) F&I (SAFETY FLEX BELT, NOSE)	2.000 EA	1.00000 \$	2.00
0515	E544752116 ATTENUATOR (HI-DRO) F&I (PULL OUT CABLE ASSEM)	2.000 EA	1.00000 \$	2.00
0520	E544752128 ATTENUATOR (HI-DRO) F&I (SECONDARY CABLE ASSEM)	2.000 EA	1.00000 \$	2.00
0525	E544752133 ATTENUATOR (HI-DRO) F&I (HYDRO CARTRIDGE)	2.000 EA	1.00000 \$	2.00
0530	E544752134 ATTENUATOR (HI-DRO) F&I (VINYL TUBE)	2.000 EA	1.00000 \$	2.00
0535	E544753101 ATTENUATOR (QUADGUARD) F&I (FENDER PANEL)	70.000 EA	640.00000 \$	44,800.00

688  
344

## CONTRACT SCHEDULE OF ITEMS

CONTRACT ID: E8E57-R0

PROPOSAL ID: E8E57-R0 FIN PROJ NUM: 19275817205 (\*) FED AID NUM: N/A

VENDOR NAME: SOUTHEAST ATTENUATORS INC

NUMBER: VF650790871001

LINE NO	ITEM NUMBER AND ITEM DESCRIPTION	APPROXIMATE QUANTITIES AND UNITS	UNIT PRICE BID DOLLARS CTS	EXTENDED AMT. DOLLARS CTS
0540	E544753120 ATTENUATOR (QUADGUARD) F&I (DIAPHRAM)	25.000 EA	900.00000	\$ 22,500.00
0545	E544753126 ATTENUATOR (QUADGUARD) F&I (SIDE PANEL CONC CON)	25.000 EA	1.00000	\$ 25.00
0550	E544753132 ATTENUATOR (QUADGUARD) F&I (TRANS PANEL ASSEMBLY)	20.000 EA	25.00000	\$ 500.00
0555	E544753139 ATTENUATOR (QUADGUARD) F&I (CARTRIDGE ASSEMBLY)	80.000 EA	900.00000	\$ 72,000.00
0560	E544753140 ATTENUATOR (QUADGUARD) F&I (NOSE ASSEMBLY)	20.000 EA	900.00000	\$ 18,000.00
0565	E544753141 ATTENUATOR (QUADGUARD) F&I (END SHOE, VERTICAL)	8.000 EA	1.00000	\$ 8.00
0570	E544753142 ATTENUATOR (QUADGUARD) F&I (BACKUP ASSM TEN STRT)	6.000 EA	450.00000	\$ 2,700.00
0575	E544753143 ATTENUATOR (QUADGUARD) F&I (BACKUP ASSM CONCRETE)	6.000 EA	10.00000	\$ 60.00
0580	E544753144 ATTENUATOR (QUADGUARD) F&I (MONORAIL, 1 BAY)	2.000 EA	50.00000	\$ 100.00
0585	E544753145 ATTENUATOR (QUADGUARD) F&I (MONORAIL, 2 BAY)	2.000 EA	100.00000	\$ 200.00
0590	E544753146 ATTENUATOR (QUADGUARD) F&I (MONORAIL, 3 BAY)	6.000 EA	100.00000	\$ 600.00
0595	E544753147 ATTENUATOR (QUADGUARD) F&I (MUSHROOM BOLT ASSM)	55.000 EA	1.00000	\$ 55.00

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FLORIDA DEPARTMENT OF TRANSPORTATION

DATE : 08/04/03

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## CONTRACT SCHEDULE OF ITEMS

CONTRACT ID: E8E57-R0

PROPOSAL ID: E8E57-R0 FIN PROJ NUM: 19275817205 (\*) FED AID NUM: N/A

VENDOR NAME: SOUTHEAST ATTENUATORS INC

NUMBER: VF650790871001

LINE NO	ITEM NUMBER AND ITEM DESCRIPTION	APPROXIMATE QUANTITIES AND UNITS	UNIT PRICE BID DOLLARS CTS	EXTENDED AMT. DOLLARS CTS
0600	E544753151 ATTENUATOR (QUADGUARD) F&I (NEOPRENE GROMMET)	6.000 EA	20.00000 \$	120.00
0605	E544755101 ATTENUATOR (GREAT) F&I (FENDER PANEL)	80.000 EA	400.00000 \$	32,000.00
0610	E544755103 ATTENUATOR (GREAT) F&I (HEX FOAM CART, TYPE 51)	250.000 EA	900.00000 \$	225,000.00
0615	E544755107 ATTENUATOR (GREAT) F&I (HEX FOAM BRACKET/DIAPH)	2.000 EA	1.00000 \$	2.00
0620	E544755111 ATTENUATOR (GREAT) F&I (ANCHOR CABLE FRONT)	2.000 EA	1.00000 \$	2.00
0625	E544755112 ATTENUATOR (GREAT) F&I (ANCHOR CABLE REAR)	2.000 EA	1.00000 \$	2.00
0630	E544755114 ATTENUATOR (GREAT) F&I (RESTRAINING CABLE)	2.000 EA	1.00000 \$	2.00
0635	E544755120 ATTENUATOR (GREAT) F&I (DIAPHRAM)	40.000 EA	800.00000 \$	32,000.00
0640	E544755122 ATTENUATOR (GREAT) F&I (UNIVERSAL NOSE CONE)	35.000 EA	850.00000 \$	29,750.00
0645	E544755123 ATTENUATOR (GREAT) F&I (MUSHROOM BOLT ASSM/DEF)	100.000 EA	1.00000 \$	100.00
0650	E544755124 ATTENUATOR (GREAT) F&I (ANCHOR CHAIN, 9 LINK)	30.000 EA	1.00000 \$	30.00
0655	E544755125 ATTENUATOR (GREAT) F&I (ANCHOR CHAIN RAIL ASSM)	3.000 EA	100.00000 \$	300.00

## CONTRACT SCHEDULE OF ITEMS

CONTRACT ID: E8E57-R0

PROPOSAL ID: E8E57-R0 FIN PROJ NUM: 19275817205 (\*) FED AID NUM: N/A

VENDOR NAME: SOUTHEAST ATTENUATORS INC

NUMBER: VF650790871001

LINE NO	ITEM NUMBER AND ITEM DESCRIPTION	APPROXIMATE QUANTITIES AND UNITS	UNIT PRICE BID DOLLARS CTS	EXTENDED AMT. DOLLARS CTS
0660	E544755126 ATTENUATOR (GREAT) F&I (S PANEL CONC CONNECTOR)	10.000 EA	1.00000 \$	10.00
0665	E544755127 ATTENUATOR (GREAT) F&I (HAZARD REFL - 9 BUTTON)	170.000 EA	35.00000 \$	5,950.00
0670	E544755150 ATTENUATOR (GREAT) F&I (DEFLCT ASSM, CONC BACKUP)	4.000 EA	100.00000 \$	400.00
0675	E544756101 ATTENUATOR (HEX FOAM) F&I (FENDER PANEL)	30.000 EA	400.00000 \$	12,000.00
0680	E544756104 ATTENUATOR (HEX FOAM) F&I (HEX FOAM CART,TYPE 80)	30.000 EA	610.00000 \$	18,300.00
0685	E544756105 ATTENUATOR (HEX FOAM) F&I (HEX FOAM CART,TYPE 81)	20.000 EA	610.00000 \$	12,200.00
0690	E544756106 ATTENUATOR (HEX FOAM) F&I (HEX FOAM CART,TYPE 82)	20.000 EA	880.00000 \$	17,600.00
0695	E544756107 ATTENUATOR (HEX FOAM) F&I (BRACKET/DIAPHRAM)	45.000 EA	1.00000 \$	45.00
0700	E544756108 ATTENUATOR (HEX FOAM) F&I (SAFETY FLEX BELT NOSE)	2.000 EA	100.00000 \$	200.00
0705	E544756109 ATTENUATOR (HEX FOAM) F&I (15'SAFE FLEX BELT SIDE)	8.000 EA	600.00000 \$	4,800.00
0710	E544756110 ATTENUATOR (HEX FOAM) F&I (CART SUPPORT BRACKET)	40.000 EA	1.00000 \$	40.00
0715	E544756111 ATTENUATOR (HEX FOAM) F&I (ANCHOR CABLE FRONT)	2.000 EA	1.00000 \$	2.00

## CONTRACT SCHEDULE OF ITEMS

CONTRACT ID: E8E57-R0

PROPOSAL ID: E8E57-R0 FIN PROJ NUM: 19275817205 (\*)

FED AID NUM: N/A

VENDOR NAME: SOUTHEAST ATTENUATORS INC

NUMBER: VF650790871001

LINE NO	ITEM NUMBER AND ITEM DESCRIPTION	APPROXIMATE QUANTITIES AND UNITS	UNIT PRICE BID		EXTENDED AMT.	
			DOLLARS	CTS	DOLLARS	CTS
0720	E544756112 ATTENUATOR (HEX FOAM) F&I (ANCHOR CABLE REAR)	2.000 EA	1.00000		\$	2.00
0725	E544756113 ATTENUATOR (HEX FOAM) F&I (RESTRAINING CABLE ASSM)	25.000 EA	10.00000		\$	250.00
0730	E544756114 ATTENUATOR (HEX FOAM) F&I (RESTRAINING CABLE)	6.000 EA	10.00000		\$	60.00
0735	E544756115 ATTENUATOR (HEX FOAM) F&I (RESTRAIN CABLE GUIDE)	2.000 EA	1.00000		\$	2.00
0740	E544756116 ATTENUATOR (HEX FOAM) F&I (PULL OUT CABLE ASSM)	25.000 EA	10.00000		\$	250.00
0745	E544756117 ATTENUATOR (HEX FOAM) F&I (DIAPHRAM 1-2 BAY)	6.000 EA	250.00000		\$	1,500.00
0750	E544756118 ATTENUATOR (HEX FOAM) F&I (DIAPHRAM 3-5 BAY)	2.000 EA	250.00000		\$	500.00
0755	E544756119 ATTENUATOR (HEX FOAM) F&I (DIAPHRAM 6-8 BAY)	2.000 EA	250.00000		\$	500.00
0760	E550 1 1 FENCING (TYPE A, 4' HEIGHT)	100.000 LF	7.00000		\$	700.00
0765	E550 6111 FENCE POST BRACE (TYPE A, 4')	2.000 EA	15.00000		\$	30.00
0770	E550 6112 FENCE POST LINE (TYPE A, 4')	70.000 EA	20.00000		\$	1,400.00
0775	E550 6113 FENCE POST APPROACH (TYPE A, 4')	2.000 EA	20.00000		\$	40.00

## CONTRACT SCHEDULE OF ITEMS

CONTRACT ID: E8E57-R0

PROPOSAL ID: E8E57-R0 FIN PROJ NUM: 19275817205 (\*) FED AID NUM: N/A

VENDOR NAME: SOUTHEAST ATTENUATORS INC

NUMBER: VF650790871001

LINE NO	ITEM NUMBER AND ITEM DESCRIPTION	APPROXIMATE QUANTITIES AND UNITS	UNIT PRICE BID DOLLARS CTS	EXTENDED AMT. DOLLARS CTS
0780	E550 6114 FENCE POST PULL (TYPE A, 4')	2.000 EA	20.00000 \$	40.00
0785	E550 6211 FENCE POST BRACE (TYPE B, 4')	2.000 EA	10.00000 \$	20.00
0790	E550 6212 FENCE POST LINE (TYPE B, 4')	10.000 EA	15.00000 \$	150.00
0795	E550 6214 FENCE POST PULL (TYPE B, 4')	2.000 EA	55.00000 \$	110.00
0800	E550 6221 FENCE POST BRACE (TYPE B, 6')	2.000 EA	20.00000 \$	40.00
0805	E550 6222 FENCE POST LINE (TYPE B, 6')	250.000 EA	25.00000 \$	6,250.00
0810	E550 6224 FENCE POST PULL (TYPE B, 6')	2.000 EA	25.00000 \$	50.00
0815	E550 6232 FENCE POST LINE (TYPE B, 10')	2.000 EA	30.00000 \$	60.00
0820	E550 7111 FENCE MAINTENANCE (TYPE A) (4') (BARBED WIRE)	5,000.000 LF	0.75000 \$	3,750.00
0825	E550 7112 FENCE MAINTENANCE (TYPE A) (4') (FENCE FABRIC)	1,800.000 LF	2.00000 \$	3,600.00
0830	E550 7221 FENCE MAINTENANCE (TYPE B) (6') (BARBED WIRE)	4,800.000 LF	0.75000 \$	3,600.00
0835	E550 7222 FENCE MAINTENANCE (TYPE B) (6') (FENCE FABRIC)	4,000.000 LF	3.00000 \$	12,000.00

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FLORIDA DEPARTMENT OF TRANSPORTAT.

DATE : 08/04/03

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## CONTRACT SCHEDULE OF ITEMS

CONTRACT ID: E8E57-R0

PROPOSAL ID: E8E57-R0 FIN PROJ NUM: 19275817205 (\*) FED AID NUM: N/A

VENDOR NAME: SOUTHEAST ATTENUATORS INC

NUMBER: VF650790871001

LINE NO	ITEM NUMBER AND ITEM DESCRIPTION	APPROXIMATE QUANTITIES AND UNITS	UNIT PRICE BID DOLLARS CTS	EXTENDED AMT. DOLLARS CTS
0840	E550 9 FENCE REMOVAL LF	300.000	1.50000	\$ 450.00
0845	E550 31 11 FENCE, CORNER POST ASSEM (TYP A, 4', W/BARB WIRE ATTACH) EA	15.000	100.00000	\$ 1,500.00
0850	E550 32 11 FENCE, CORNER POST ASSEM (TYP B, 4', W/BARB WIRE ATTACH) EA	5.000	100.00000	\$ 500.00
0855	E550 32 31 FENCE, CORNER POST ASSEM (TYP B, 6', W/BARB WIRE ATTACH) EA	25.000	100.00000	\$ 2,500.00
	TOTAL BID			\$ 962,747.00



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
CONTRACT

FORM 375-020-26  
CONTRACTS ADMINISTRATION  
OGC - 07/01

This Contract, is entered into this 4th day of September, 2003, between the State of Florida Department of Transportation, hereinafter called the Department, and SOUTHEAST ATTENUATORS, INC. of 12745 CITRUS GROVE BLVD., WEST PALM BEACH, FLORIDA 33412, herein called the Contractor.

The Contractor agrees with the Department, for the consideration herein mentioned, and at its own proper cost and expense, to do all the work and furnish all the materials, equipment, supplies and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Proposal, Standard Specifications as Amended by the Specifications Package and any Supplemental Specifications Packages, and the Plans, under security as set forth in the attached bond, all of which are hereby adopted and made part of this Contract and incorporated by reference herein, and to the satisfaction of the duly authorized representatives of the Department of Transportation, who shall have at all times full opportunity to inspect the materials to be furnished and the work to be performed under this Contract.

The Contractor shall also maintain such insurance as will protect the Department from any or all claims for property damage, personal injury and bodily injury including death, which may arise from operations under this Contract. Certificates of such insurance shall be filed with the Department and shall be subject to its approval of adequacy of protection.

It is agreed that the work to be done under this Contract is to construct or otherwise improve the road(s), bridge(s), and building(s) described as:

WORK CONSISTS OF PROVIDING LABOR, MATERIALS, EQUIPMENT, AND INCIDENTALS  
NECESSARY FOR GUARDRAIL, FENCE AND ATTENUATOR MAINTENANCE.

in MIAMI-DADE, BROWARD, PALM BEACH County(ies), a distance of approximately 169.000 mile(s)  
and known as Federal Aid Project No(s):  
Financial Project No(s): 192758-1-72-05

In consideration of the foregoing premises, the Department agrees to pay the Contractor, for all items of work performed and material furnished at the unit prices and under conditions set forth in the attached proposal.

IN WITNESS WHEREOF, the Department has hereunto caused these presents to be subscribed and the Contractor has affixed its name and seal, the date aforesaid.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: [Signature]  
District Secretary  
S. E. Porter  
Turnpike  
[Signature] 9-3-03  
Attorney FDOT  
Turnpike General Counsel  
Date

Complete the following as appropriate

Entity Name: <u>Southeast Attenuators, Inc.</u>	(Seal)
Authorized Signature: <u>David Ricci</u>	Name & Title (Print): <u>David Ricci, President</u>
*Signature: _____	Name & Title (Print): _____

\*In the event of a Partnership both signature and printed name of 2 partners must be affixed.

Ene 8/17/03 JHT

Organized and existing under the laws of the State of FLORIDA and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida.

RECYCLED PAPER

**This is the *front page* of the performance/payment bond issued in compliance with  
Florida Statute Chapter 255.05**

Surety Name: Developers Surety & Indemnity Company  
150 S. Pine Island Rd, #115  
Plantation, FL. 33324  
(954) 693-0270

Bond Number: 528138P

Contractor Name: Southeast Attenuators, Inc.  
12745 Citrus Grove Blvd.  
West Palm Beach, FL. 33412

Owner Name: Florida Department of Transportation  
P. O. Box 9828  
Fort Lauderdale, FL. 33310-9828  
(954) 975-4855

Project Number: E8E57, Fin #192758-1-72-05

Project Description: Provide all labor, materials, equipment & incidentals for guardrail,  
fence & attenuator maintenance at various locations

Project Address: Various locations in Miami-Dade, Broward and Palm Beach Counties

Legal Description of Property: Provide all labor, equipment & incidentals for guardrail,  
fence & attenuator maintenance at various locations

**This is the *front page* of the bond. All other pages are subsequent regardless of the pre-printed numbers.**

Bond No. 528138P

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-020-27  
CONTRACTS ADMINISTRATION  
OGC - 03/02

## CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, SOUTHEAST ATTENUATORS, INC.

(Entity Name) having its principal place of business at 12745 CITRUS GROVE BLVD., WEST PALM BEACH, FLORIDA 33412  
(Bidding Office Street Address, City, State, Zip and Phone #) (hereinafter called Principal or Contractor) and Developers Surety and Indemnity Company  
hereinafter called Surety), duly authorized to do business in the State of Florida, pursuant to the laws of the State of Florida, having its principal place of business at 17780 Fitch, Suite 200, Irvine, CA 92614 (Home Office City, State, Zip) are held and firmly bound unto the State of Florida, in the full and just sum of NINE HUNDRED SIXTY-TWO THOUSAND, SEVEN HUNDRED FORTY-SEVEN  
AND 00/100 DOLLARS (\$962,747.00), lawful

money of the United States of America, to be paid to the Florida Department of Transportation, to which payment will and truly be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents; WHEREAS, the above-bound Principal has subscribed to a contract with the State of Florida Department of Transportation (hereinafter called the Department), to bear the date of September 4th, 2003, for constructing or otherwise improving a road(s), bridge(s), and building(s)  
WORK CONSISTS OF PROVIDING LABOR, MATERIALS, EQUIPMENT, AND INCIDENTALS  
NECESSARY FOR GUARDRAIL, FENCE AND ATTENUATOR MAINTENANCE

in MIAMI-DADE, BROWARD, PALM BEACH County(ies), particularly known as

Federal Aid Project No(s):

Financial Project No(s): 192758-1-72-05Contract No. E8E57

(hereinafter called the Contract), upon certain terms and conditions in the Contract more particularly mentioned; and WHEREAS, it was one of the conditions of the award of the Department pursuant to which said Contract was entered into that these presents shall be executed; NOW, THEREFORE, the conditions of this obligation are such that if the above bound Principal shall in all respects comply with Sections 255.05 and 337.18, Florida Statutes, and shall promptly, faithfully, and fully perform the Contract according to plans and specifications as therein referred to and made a part thereof, and such alterations as may be made in said plans and specifications as provided for therein, and within the time period specified, and further, shall remedy any errors in partial or final estimates and any defects which may exist, appear, occur or result in or from said work within a period of two (2) years from the date of final acceptance of the work under such Contract, and further if such Contractor shall promptly make payment to all persons supplying labor, material, equipment, and supplies, and all persons defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the work provided for in said Contract, and promptly shall pay all State Workers' Compensation and Unemployment Compensation taxes incurred in the performance of the Contract, and shall be liable to the State in a civil action instituted by the Department or any officer of the State authorized in such cases for double any amount in money or property the State may lose or be overcharged or otherwise defrauded of, by reason of any wrongful or criminal act, if any, of the Contractor, its agents, and employees, and should the Contractor be declared to be in default under the Contract the Surety shall be obligated to pay the Department all liquidated damages assessed against the Contractor because of the default which were not withheld from Contract proceeds and the Department may at its sole option demand that the Surety take over the project and provide further that should the Department elect to have the Surety to take over the project, then in such event, the Surety may not select the Contractor or any affiliate of the Contractor to complete the project for and on behalf of the Surety without the Department's express consent. If the subject Contract required contractor qualification, under Section 337.14, Florida Statutes, or otherwise, the Surety must use a qualified contractor, who is approved by the Department, to perform the work. It is further covenanted and agreed that any alterations or additions made under this contract or in the work to be performed therein or the granting of any extension of time for the performance of the Contract or any other forbearance by or on the part of either the Department or the Principal shall not in any way release the Principal and the Surety or either of them, their respective heirs, executors, administrators, successors, or assigns, from any liability hereunder. Notice to the Surety of such alterations, extension, or forbearance is hereby specifically waived. This obligation shall remain in full force and effect until the full performance of all covenants, terms, and conditions herein stipulated.

WITNESS the signature of the principal (Contractor) and the signature of the Surety by James L. Planamento its  
Attorney-in-Fact (Agent or Attorney-in-Fact) with the seals of said Principal and Surety hereunto affixed  
this 28th day of August, 2003.

Complete the following as appropriate

Entity Name: <u>Southeast Attenuators, Inc</u>	(Seal)
Authorized Signature: <u>David Ricci</u>	Name & Title (Print): <u>DAVID RICCI, President</u>
*Signature: _____	Name & Title (Print): _____

\*In the event of a Partnership both signature and printed name of 2 partners must be affixed.

Organized and existing under the laws of the State of <u>Iowa</u> and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida.	
Countersigned: <u>James L. Planamento</u> James L. Planamento Print information below (Florida Resident Agent ONLY; whether in Attorney-in-Fact or Countersignature role): Name: <u>James L. Planamento</u> Business Address: <u>150 S. Pine Island Rd. #115</u> <u>Plantation, FL 33324</u> Telephone: <u>(954) 693-0270</u>	Developers Surety and Indemnity Company By: <u>James L. Planamento</u> Surety Company Name (Print) (Seal) James L. Planamento Attorney-in-Fact (Surety) <input checked="" type="checkbox"/> Above Signatory is also Florida Resident Agent (check if applicable and complete business name, address and telephone number block; if not, have such an agent countersign and complete block) NOTE: Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact is to be attached.

Contractor shall record this bond in the official records of the Clerk of Court of the county where the improvement is located prior to commencing the work in accordance with Section 255.05(1)(a), Florida Statutes.

Send "Notices to Owner" to: Florida Department of Transportation, Turnpike, Construction Engineer, P.O. Box 9828, Fort Lauderdale, FL 33310-9828. Phone # (954) 975-4855

## CONTRACT AFFIDAVIT

375-020-30  
CONTRACTS ADMINISTRATION  
OGC - 07/01STATE OF Florida  
COUNTY OF Broward

Before me, the undersigned authority, personally appeared James L. Planamento  
(Attorney-in-Fact)  
 who, being duly sworn, deposes and says that he/she is a duly authorized (Resident) Non-Resident insurance agent, properly  
 licensed under the laws of the State of Florida and the State of N/A, to represent  
Developers Surety and Indemnity Company of Irvine, CA  
(If applicable, otherwise N/A)  
(Surety Co.) (Home Office City and State)  
 a company authorized to make surety bonds under the laws of the State of Florida.

James L. Planamento  
(Attorney-in-Fact for Surety Co.) further certifies that as Attorney-in-Fact  
 for the said Developers Surety and Indemnity Company has signed the attached bond in the sum of  
\$962,747.00 on behalf of SOUTHEAST ATTENUATORS, INC.  
(Surety Co.)

covering Financial Project No.(s) 192758-1-72-05Contract No.(s) E8E57 ; MIAMI-DADE, BROWARD, PALM BEACH County(ies), Florida.

Said James L. Planamento further certifies that the premium on the  
 said bond is \$8,740.00, which will be paid in full direct to him/her as  
 Attorney-in-Fact, and included in his/her regular accounts to the said Developers Surety and Indemnity Company  
 and that he/she will receive a regular commission of N/A per cent as

Attorney-in-Fact for the execution of said bond and that the commission will not be divided with anyone except as follows:  
N/A per cent to N/A

(If applicable, otherwise N/A)

(Florida Resident Agent or N/A, if not applicable)

who is a duly authorized resident insurance agent and properly licensed under the laws of the State of Florida.

COUNTERSIGNED:

James L. Planamento  
 Florida Resident Agent  
 James L. Planamento

James L. Planamento  
 Agent or Attorney-in-Fact  
 James L. Planamento  
 ACKNOWLEDGMENT FOR ATTORNEY-IN-FACT

Sworn to and subscribed before me this 28<sup>th</sup> day of  
August, 2003 by James L. Planamento

(name of affiant). He/she is personally known to me, or has

produced his type of

identification) as identification.

Monica A. Morgan  
 (Notary Signature)

Monica A. Morgan 4/21/06  
 (Notary's printed name) My commission expires

Notary Public State of Florida

MONICA A. MORGAN  
 MY COMMISSION # DD 110306  
 EXPIRES April 21, 2006  
 Bonded Thru Budget Notary Services



## **DISCLOSURE RIDER**

### **Terrorism Risk Insurance Act of 2002**

The Terrorism Risk Insurance Act of 2002 created a three-year program under which the Federal Government will share in the payment of covered losses caused by certain events of international terrorism. The Act requires that we notify you of certain components of the Act, and the effect, if any, the Act will have on the premium charged for this bond.

Under this program, the Federal Government will cover 90% of the amount of covered losses caused by certified acts of terrorism, as defined by the Act. The coverage is available only when aggregate losses resulting from a certified act of terrorism exceed \$5,000,000.00. Insurance carriers must also meet a variable deductible established by the Act. The Act also establishes a cap of \$100 billion for which the Federal Government or an insurer can be responsible.

Participation in the program is mandatory for specified lines of property and casualty insurance, including surety insurance. The Act does not, however, create coverage in excess of the amount of the bond, nor does it provide coverage for any losses that are otherwise excluded by the terms of the bond, or by operation of law.

No additional premium has been charged for the terrorism coverage required by the Act.

**Developers Surety and Indemnity Company**  
**Indemnity Company of California**  
17780 Fitch, Suite 200  
Irvine, CA 92614  
(949) 263 3300  
[www.InscoDico.com](http://www.InscoDico.com)

**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY**  
PO BOX 19725, IRVINE, CA 92623 • (949) 263-3300  
www.inscodico.com

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby make, constitute and appoint:

\*\*\*Monica A. Morgan, Doreen M. Shearin, James L. Planamento, jointly or severally\*\*\*

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation as surety, bonds, undertakings and contracts of suretyship, including, without limitation, any and all surety bonds, and consents or other writings required by the Florida Department of Transportation incident to the release of retained percentages and final estimates on construction or maintenance contracts, giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as the corporation could do, but reserving to the corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY effective as of November 1, 2000:

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the Attorney(s)-in-Fact named in the Powers of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its respective Senior Vice President and attested by its Assistant Secretary this 6th day of February, 2003.

By: Susan M. Moore  
Susan M. Moore, Senior Vice President

By: Albert J. Hillebrand  
Albert J. Hillebrand, AFSB, Assistant Secretary

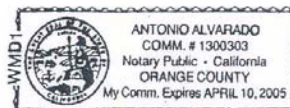


STATE OF CALIFORNIA                     )  
  )SS.  
COUNTY OF ORANGE                     )

On February 6, 2003, before me, Antonio Alvarado, personally appeared Susan M. Moore and Albert J. Hillebrand, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature: [Signature]



**CERTIFICATE**

The undersigned, as Chief Operating Officer of DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolution of the respective Boards of Directors of said corporation set forth in the Power of Attorney, is in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 28th day of August, 2003.

By: [Signature]  
David G. Lane, Chief Operating Officer

AUG-28-2003 17:00

FIDELITY INSURANCE

5617757186

P.02

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

ATTENTION

08/21/03

**PRODUCER**

Fidelity Insurance  
14145 U.S. Highway One  
Juno Beach FL 33408  
Phone: 561-775-7180 Fax: 561-775-7186

**INSURED**

Southeast Attenuators, Inc.  
12745 Citrus Grove Blvd.  
West Palm Bch. FL 33412

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

INSURER A: Colony Insurance Company  
INSURER B: Essex Ins. Co.  
INSURER C: Auto Owners Insurance Company  
INSURER D:  
INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	TBD	08/28/03	08/28/04	EACH OCCURRENCE \$ 300,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 1,000
					PERSONAL & ADV INJURY \$ 300,000
					GENERAL AGGREGATE \$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMPROP AGG \$ 300,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
C	AUTOMOBILE LIABILITY	4376495800	06/25/03	06/25/04	COMBINED SINGLE LIMIT (Ea accident) \$
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ 100,000
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ 300,000
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$ 50,000
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY - AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WORKERS COMPENSATION LIMITS OTHER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				
B	Inland Marine	IMR2507-0	08/28/03	08/28/04	Tools/Equ 29,490
B	Bus. Personal Prop	1CD4193	08/28/03	08/28/04	Contents 25,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Repair/maintain crash barriers on roadways

Contract # E8E57 FINANCIAL PROJECT # 192758-1-72-05

**CERTIFICATE HOLDER**

Y

ADDITIONAL INSURED - INSURER LETTER

**CANCELLATION**

FLDEPTR

State of FL Dept of Transp  
Turnpike Contract Admin  
Turkey Lake Service Plaza  
M.P. 263, Tnpk Headquarters  
Ocoee FL 34761


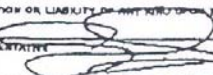
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Robert Heatwole*

ACORD 26-S (7/97)

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ACORD. CERTIFICATE OF LIABILITY INSURANCE  Allstate					
PRODUCER SILVESTER/CAUSEY INS GROUP DBA ALLSTATE INC CO 1800 FOREST HILL BLVD SUITE B-9 WEST PALM BEACH FL 33406			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED SOUTHEAST ATTENUATORS 12745 CITRUS GROVE BLVD WEST PALM BEACH FL 33412			INSURERS AFFORDING COVERAGE		
			INSURER A: TIG INSURANCE CO		
			INSURER B:		
			INSURER C:		
			INSURER D:		
			INSURER E:		
COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
LINE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
1	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  PERIL AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PERIL <input type="checkbox"/> AGG <input type="checkbox"/> LOC				EACH OCCURRENCE \$ BODILY DAMAGE (any one loss) \$ MED EXP (any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOUND AGG \$
2	AUTO MOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> RCHEDULED AUTOS <input type="checkbox"/> HIRE AUTO <input type="checkbox"/> NON-OWNED AUTO				COMBINED SINGLE LIMIT (LA applicable) \$ BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (per accident) \$
3	DAMAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - LA ACCIDENT \$ OTHER THAN AUTO ONLY: LA ACC \$ ACC \$
4	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
5	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	80027774	10-05-02	10-05-03	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY U.S. EACH ACCOUNT \$ 1,000,000 U.S. DISEASE - WA EMPLOYEE \$ 500,000 U.S. DISEASE - POLICY LIMIT \$ 1,000,000
6	OTHER				
DESCRIPTION OF OPERATION, LOCATIONS, VEHICLES, EXCLUSIONS ADDRESS BY ENDORSEMENT(S) SPECIAL PROVISIONS					
CERTIFICATE HOLDER					
ADDITIONAL INSURED, ENDORSEMENT LETTER					
CANCELLATION					
FLORIDA DEPARTMENT OF TRANSPORTATION TURKEY LAKE PLAZA M P 263 BLDG 5315 OCOE FL 34761			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL, ENDEAVOR TO MAIL, 90 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY ON ANY PARTY TO THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 		

ACORD 25-S (7/97)

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